

Exhibit 13



Pact

Pact Headquarters

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Mr. John Dumm
Senior Vice President
Pathfinder International
Nine Galen Street,
Suite 217
Watertown, MA 02472-4501

AUG 18 2005

AUG 19 2005

Subject: Pathfinder Identification Number JOB003

Dear Mr. Dumm:

This sub-agreement is being provided by Pact, Inc, a United States non-profit corporation with headquarters in Washington, DC (hereinafter referred to as "Pact" or Grantor") to Pathfinder (hereinafter referred to as "Recipient") in the amount of one hundred twenty-five thousand sixteen US dollars (US\$125,016.00) to implement its HIV/AIDS program in Vietnam as described in Attachment 2 to this agreement.

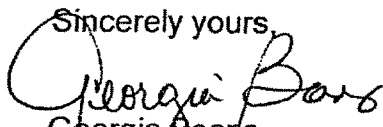
This sub-award is made under the authority provided to Pact under Cooperative Agreement with USAID, number GPH-A-00-01-00-00007-00, entitled "Rapid and Effective Response for HIV/AIDS Community REACH."

This sub-agreement is effective and obligation of thirty-one thousand six hundred seventy-three US dollars (US\$31,673.00) is hereby made as of the date of this letter and applies to commitments made by the Recipient during the period set forth in Section B of Attachment 1, entitled "Schedule", in furtherance of activities described in Attachment 2, entitled "Recipient Proposal". Pact shall not be liable for costs incurred by the Recipient in excess of the obligated amount.

This sub-agreement is made to the Recipient on condition that the funds will be administered in accordance with 22 CFR 226 and the terms and conditions set forth in Attachment 1, entitled "Schedule"; Attachment 2, entitled "Recipient Proposal"; Attachment 3, entitled "Approved Budget"; Attachment 4, entitled "Standard Provisions"; Attachment 5, entitled "Financial Reporting Procedures"; Attachment 6, entitled "VAT Reporting Form"; and Attachment 7, entitled "Performance and M&E Reporting Requirements".

Please sign each award document, retain one for your records and return the remaining copies to the Grants Manager.

Sincerely yours


Georgia Bears
Grants Manager
Community REACH

Attachments:

1. Schedule
2. Recipient Proposal
3. Approved Budget
4. Standard Provisions
5. Financial Reporting Procedures
6. VAT Reporting Form
7. Performance and M&E Reporting Requirements

ACKNOWLEDGED:

Name of Grantee: Pathfinder

Name of Signatory: Mr. John Dumm

BEVERLY MORRIS ARMSTRONG

Title: Senior Vice President

VP, FINANCE & ADMINISTRATION

Signature: 

Date: 8/30/05

FISCAL DATA

1. Total Estimated Pact Amount: \$125,016
2. Total Obligated Pact Amount: \$31,673
3. Total Cost Share: n/a
4. Bank Transfer information:
Bank Name: ANZ Bank
Account Name: Pathfinder
Account Number: 3141552
Swift Code Number: ANZBVNVX
5. Billing Information: PLEASE INCLUDE THIS NUMBER ON ALL FINANCIAL REPORTS SUBMITTED TO PACT: **JOB 003**
6. All reports and official correspondence shall be sent to the Pact Vietnam Country Representative at the contact details set forth in Section F of Attachment 1, the Schedule.

ATTACHMENT 1 SCHEDULE

A. Purpose of Agreement

The purpose of this agreement is to enable PATHFINDER to improve HIV prevention, care, and treatment services in five provinces of Viet Nam by fostering linkages between the public and private sectors. The complete program description is found in Attachment 2 of this agreement.

B. Period of Agreement

1. The award is effective as of the date of execution by Pact. The estimated completion date is 12 months from the effective date.
2. Funds provided hereunder are available to reimburse costs incurred by the Recipient beginning on the effective date and ending on the estimated completion date.

C. Amount of Award and Payment

1. The total value of this award is estimated at one hundred twenty-five thousand sixteen dollars. Pact agrees to support an amount not to exceed US\$125,016 (the "total estimated Pact amount").
2. Pact hereby obligates the amount of US\$31,673 (the "total obligated Pact amount") for program expenditures during the first quarter of the award period. Pact will obligate additional increments of funds by modification to this award up to the total value shown in Section C.1. subject to the availability of funds, continued relevance of program objectives, and satisfactory performance. Pact is not required to reimburse the Recipient for any costs in excess of the total obligated Pact amount, nor is the Recipient required to continue performance or incur costs in excess of this amount.
3. Payment shall be made to the Recipient, in advance, by bank wire transfer in accordance with Pact policies and procedures to the account the recipient provided and as appears in the cover letter to this award. Disbursements will be made on a monthly basis within 10 days of Pact approval of the recipient's financial reports as presented in Attachment 5.

D. Budget

The approved Budget found in Attachment 3 is the negotiated budget for the life of the project. The recipient may incur costs in accordance with the obligated amount of this award, the approved budget, and the recipient's applicable Cost Principles for non-profit organizations. Revisions to this budget shall be approved by Pact only where required in accordance with 22 CFR 226.25 "Revision of Budget and Program Plan". Pact is

12. DRUG-FREE WORKPLACE (JANUARY 2004)

(1) The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

- (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- (b) Specify the actions the recipient will take against employees for violating that prohibition; and
- (c) Let each employee know that, as a condition of employment under any award, he or she
 - (1) Must abide by the terms of the statement, and
 - (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

(2) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

- (a) The dangers of drug abuse in the workplace;
- (b) Your policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

(3) Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

(4) The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

(5) Within 30 calendar days of learning about an employee's conviction, the recipient must either

- (a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
- (b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

(END OF STANDARD PROVISION)

13. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (JUNE 2005)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when proven effective, microbicides.
- (b) Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- (c) The following definition applies for purposes of this provision:

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C 7102(9).
- (d) The recipient shall insert this provision, which is a standard provision, in all subagreements.
- (e) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.
(END OF STANDARD PROVISION)

14. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ASSISTANCE) (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combatting HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

(END OF STANDARD PROVISION)

15.CONDOMS (ASSISTANCE) (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

(END OF STANDARD PROVISION)